

QUESTIONS AND RESPONSES # 1
PROJECTS NO. 050R2800066
Consulting Services Procurement
December 20, 2001

Ladies/Gentlemen:

This List of Questions and Responses #1 is being issued to clarify certain information contained in the above named RFP. The statements and interpretations of contract requirements which are stated in the following questions of potential offerors are not binding on the State, unless the State expressly states amends the RFP. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

1. Page one of the RFP states that "Any offerors with an excess of such conflicts, as determined by the State, will not be selected for a Master Contract award". What number or criteria will be used by the State to determine the "excess" of such conflicts? This statement is not quantitative and could lead to an organization submitting a proposal when they do not believe they have an excess of conflicts, only to find out that the State believes they do.

RESPONSE:

See Amendment #3 to the RFP. The extent of potential conflicts of interest will be a part of the technical evaluation at the TO level and where the State believes there is an excess of such conflicts, the State will discuss the issue with the offeror before any further action is taken. There is no absolute number that will prohibit selection.

2. Does the State consider there to be a conflict of interest if an organization listed on Attachment J of the RFP is a client of a Corporation submitting a proposal under CSP?

RESPONSE:

The State does not automatically consider there to be a conflict of interest if an organization is listed on Attachment J of the RFP. Disclosing conflicts of interest is not an automatic disqualification of an offeror under CSP. The extent of potential conflicts will be part of the technical evaluation for all TOs.

3. Contracts awarded under CSP will be available to all State agencies for the purpose of providing, among other items a) third-party review of cost factors; b) independent studies of IT projects; c) IV&V of cost proposals; d) quality assurance audits of IT systems during development; e) vendor assessments. Each of these items requires a true "independent" vendor. Attachment J only lists a portion of the State's IT projects and does not include many of the existing contracts that many of the State Agencies have in place. To get a true understanding of the potential conflicts that a vendor has, should not all IT contracts be listed?

RESPONSE:

The Department of Budget and Management does not maintain lists of contracts from each and every State Agency, therefore it would be impossible to provide this information. Contractors should disclose all potential conflicts of which they are aware when submitting proposals in response to TOs.

4. If the determination is made that a firm has an excessive number of conflicts that would prevent them from being a prime contractor under CSP, can that same vendor be a named subcontractor under a different firm that does not have an excessive number of conflicts?

RESPONSE:

If the determination, which will be made at the TO level, that a firm has an excessive number of conflicts that would prevent them from being a prime contractor under CSP, that same vendor may be a named subcontractor under a different firm. However, whether serving as a subcontractor creates a conflict depends on the topic of the TO issued under the Technical Services Procurement or other IT procurement and potential tasks orders under CSP.

5. Will the State be awarding a contract to five vendors who have expertise in all areas described in Section 2.2 or five vendors in EACH area of expertise? Five vendors, each covering one or more areas of expertise? If only one area of expertise is bid, how does this impact the maximum number of points attainable by the vendor in the evaluation criteria and weighting? Does "up to five vendors" mean that it could also be awarded to only one?

RESPONSE:

Addendum #3 has amended the RFP allowing for an unlimited number of awards to offerors that are deemed qualified by the State. In addition, awards will be made in three (3) separate functional areas. All potential offerors may submit proposals for one, two, or all three functional areas. Potential offerors will only be required to have expertise in the functional area proposed. Functional areas are described in Section 2.2. Even though there is no limit on awards, awards will only be made to qualified offerors.

6. If a firm is a sub-contractor under the Technical Services Procurement what are the limitations in teaming-to-bid on the CSP as a sub-contractor?

RESPONSE:

Contracts under the Technical Services Procurement are directly between the prime contractors and the State. There is no direct relationship with the subcontractor, except for conflicts of interest. Teaming arrangements will be affected by Section 15-508 of the State Government Article.

7. As stated in paragraph 2.5 #3 of the RFP offerors will have to identify key personnel on each TO response, depending on the nature of the TO. For the purposes of the proposal, are any Labor Categories listed in paragraph 2.9 considered key personnel?

RESPONSE:

See Addendum #3 to RFP. There are no key personnel labor categories and for evaluation purposes, all labor categories will be considered equal.

8. Page 12, second paragraph, last sentence of the RFP states, "This procurement is not intended and shall not be used for staff augmentation purposes." What criteria will be used to distinguish between staff augmentation and other TOs?

RESPONSE:

This procurement will be used for project development and not to support State agencies in the performance of their daily and routine work. The State will assess each project to determine the appropriate contract vehicle, if any.

9. Will the State allow contractors to propose those labor categories contractors deem appropriate to complete the requested task(s), or are the contractors required to propose only those labor categories identified by the State agency in a specific TO?

RESPONSE:

Depending on the TO, the State may ask contractors to propose the appropriate labor categories identified within the RFP for a specific TO. However, all TOs are limited to the labor categories described on Attachment K.

10. RFP page 40, 3.c, Legal Actions Summary. The offeror must include the following:

- (1) a statement as to whether there are any outstanding legal actions or claims against the offeror, and a brief description of any such action.
- (2) a brief description of any settled or closed legal actions or claims against the offeror over the past five (5) years.

Would the State consider restricting responses for the State and Local government sector within the continental United States?

RESPONSE:

No, but see Addendum #3 to RFP.

11. If an offeror submits a proposal with requested modifications to the State Terms and Conditions, will the vendor be summarily dismissed from an award or is the State willing to negotiate some of its terms and conditions?

RESPONSE:

The State cannot negotiate separate terms with offerors. Most of the terms and conditions contained in the RFP are dictated by State law and the State has little if any room for negotiations. However, any questions about the terms and conditions should be raised before proposals are due.

12. Section 2.5, TO Response Requirements Paragraph 3. allows substitution of key personnel identified in a TO only upon death, or termination, yet in Section 2.10 (b) the State requires that "proposed substitutes ...have educational qualifications and work experience

equal to or better than the resume initially proposed for key personnel;...." This is an indication that the State does foresee the possibility of substitutions. Will the state expand upon the reasons for substitution to include, personal hardships, transfers?

RESPONSE:

Substitutions will only be permitted for the reasons stated.

13. Under Attachment A, Section 4.4 Consideration and Payment, the RFP states that payments may be withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract. Are such performance standards available today for review by the vendor or are the performance standards to be negotiated as part of each TO?

RESPONSE:

All performance standards are either in the RFP or additional standards are provided in specific TOs.

14. Section 7.2 requires that everything prepared under the Contract is to become State property. Since the State will award the contract to five vendors experienced in providing these services to other clients, the State essentially requires that the five vendors already have the "Know How", "Methods", "Techniques", and "Tools" in providing the requested service. As written, the State is removing the vendors' ability to improve upon or create and reuse new "Methods", "Techniques", and "Tools" which other clients may require in the future. Is the State willing to negotiate intellectual property and only retain ownership of the deliverable products so that same or similar services may continue to be provided to other clients?

RESPONSE:

The State is not willing to negotiate intellectual property rights. Prospective offerors should bear in mind that the CSP is not designed for development or implementation of any system but only for consulting services.

15. Is the State willing to negotiate a Limitation of Liability clause for this contract?

RESPONSE:

No.

16. Please explain the meanings of the offeror price, evaluated price and State evaluation factor columns in the Attachment/Labor Rate Schedule.

RESPONSE:

The Offeror's price is the fully loaded hourly price for each labor category that offerors must provide in Years 1 through 3. The evaluated price is the result of the Offeror's price multiplied by the State Evaluation Factor for each labor category. Both the Evaluated Price and the State Evaluation Factor are used for the purposes of evaluating the financial proposals. Offerors only need to provide the pricing information in the columns titled "Offeror Price." If you use the State provided excel pricesheet, the calculation will be done automatically. Revised Attachment E and new Attachments E-1, and E2 are included with Addendum #3 to the RFP.

17. What is the potential number of CSP projects, which might be in progress at a given time, on average, maximum?

RESPONSE:

It is impossible to predict the potential number of CSP projects. The State does not guarantee that any TOs will be issued or that any contractor will be awarded any TOs. There is no separate appropriation for CSP projects.

18. Page 29, section 2.9 (labor categories and qualifications) lists duties, education and experience for 29 position descriptions. Is it mandatory that offerors have employees to meet 100% of the position descriptions? For a small or mid-sized consulting firm, is it acceptable that one individual with a broad range of consulting experience meets the requirements for multiple positions?

RESPONSE:

Yes, it is acceptable that one individual meet multiple positions, but offerors must demonstrate sufficient coverage for all labor categories regardless if they subcontract.

19. Page 39, section 3.2.2.2.B.2.a — Proposed work plan/personnel of the RFP states that the personnel for whom resumes are

submitted must be employed by the offeror as of the proposal submission date. Is it permissible to include resumes of subcontractor or MBE employees (non-offeror employees) whom the contractor anticipates would participate in certain type of TO (TO) projects?

RESPONSE:

See Addendum #3 to RFP. This requirement has been eliminated.

20. Page 40, section 3.2.2.2.B.3.b. (1) of the RFP refers to obtaining references from customers who are able to document the offeror's ability to manage projects of similar complexity. Please quantify or better define the meaning of "similar complexity."

RESPONSE:

See Addendum #3 to RFP for the meaning of "similar complexity".

21. Page 40 section 3.2.2.2.B.3.d — Financial capabilities and statements. What are the State's minimum requirements for deeming an offeror as having acceptable financial capabilities — i.e., dollar amounts for annual revenues, profits and net worth?

RESPONSE:

The State will be looking at the financial capability and stability of an offeror to maintain personnel, meet payroll, order and deliver materials, etc., while waiting for payment from the State.

22. Financial proposal/additional compensation. This section provides an example wherein a contractor's program manager, working on a project on West Preston Street, is required to visit an additional State facility in Ocean City for a period of three days. In the example, the contractor is reimbursed for only travel time and mileage.

- Is it a correct understanding of the example that out-of-pocket expenses for other travel expenses, such as lodging and meals, will not be billable and should be factored-in to the loaded hourly rates?

RESPONSE:

Yes, all this should be factored into the labor rates proposed by the offerors.

- In addition to Annapolis, Baltimore and Ocean City, what other geographic locations might be involved with projects?

RESPONSE:

Throughout the State of Maryland which includes 23 counties and the City of Baltimore.

- What will be the most frequently used location?

RESPONSE:

While it is generally impossible to anticipate exactly where any work will be performed until a TO is issued, most are in the Baltimore/Annapolis area but some are throughout the State of Maryland.

- In projects involving multiple locations, how will the base location or point-of-origin be determined?

RESPONSE:

It will depend on the TO and the specifically identified State facility.

23. Out of the five Master Contracts due to be awarded are there any MBE slated among those five Master Contracts?

RESPONSE:

See Addendum #3 to the RFP. No, there is no set-aside for MBE firms, however there is the 25% MBE subcontracting goal as detailed in Section 1.25 of the RFP. Also, the RFP has been modified to remove the limit of five Master Contracts.

24. Should one of the five Master Contracts be awarded to an MBE company, would the requirement for MBE subcontractor participation still remain as part of the original requirement?

RESPONSE:

See Addendum #3. Yes, a certified MBE company would be required to attempt to meet a 25% MBE subcontractor participation goal stated in the RFP. Also, the RFP has been modified to remove the limit of five Master Contracts.

25. The RFP states that the Master Contract will be delegated by TOs. Should an MBE company obtain a Master Contract, would partnering be allowed to assure all labor categories are met?

RESPONSE:

All information should be included within your proposal to the State in order to receive a master contract.

26. What will be the minimum timeframe for responding to a TO Request?

RESPONSE:

Each TO will establish the appropriate time frame for responding to a TO request. Generally, it will depend on the actual nature of the specific TO.

27. Page 39, Section 2.2.2.2, Proposed Service - Work Plan, 2. Project Management Methodology: Please clarify the second sentence of the last bullet that seems to require the provision of resumes in the proposal for each individual who might possibly manage a TO.

RESPONSE:

See Addendum #3 to the RFP. The second sentence has been revised to remove this requirement.

28. Will the State reimburse the Contractor for other travel costs, such as hotel and meals, if required by a TO.

RESPONSE:

No.

29. The referenced attachments, D-1 through D-6, were not provided in the copy downloaded from the Department of Budget and Management's web site.

The attachments are included in Addendum #3 to the RFP.

30. Should resumes be included with the CSP proposal and if so, how many for each position is expected?

RESPONSE:

See Addendum #3 to the RFP. The requirement for resumes has been changed.

31. Are all positions listed, with the exception of support staff, considered key positions?

RESPONSE:

See Addendum #3 to the RFP. There are no key personnel labor categories and for evaluation purposes, all labor categories will be considered equal.

32. Please clarify how the conflict of interest clause and declining to bid in section 2.8 should be addressed. If a company has two conflict of interest areas and several TORFP's come out for those two areas, the CSP prime will need to no-bid them so as not to have a conflict of interest. Will this trigger the written warning for non-responsiveness?

RESPONSE:

See Addendum #3, revision to Section 2.8.

33. Please define 'personnel and technology resources' within the phrase "offeror support resources that will be available, including personnel and technology resources" on page 39, 2(a), second bullet.

RESPONSE:

Personnel and technology resources means sufficient resources are available to complete any work assigned under TOs and are meeting all requirements of the TOs.

34. What is meant by Proposed Services - Work Plan (A) on page 38, 3.2.2.2, what is required in the technical proposal for this section?

RESPONSE:

Offerors should include a work plan that was prepared and used to complete a previous project.

35. Please clarify the differences between the following roles described in the RFP:

Page 3, TO Manager

Page 24, Project Manager

Page 29, Agency IT Project Manager

RESPONSE:

See Amendment #3 to the RFP. The TO Manager is an employee within the State agency and identified in a TO who will supervise the contractor providing the services requested in the TO. The Project Manager is an employee of the contractor awarded the TO who will perform the management of the services requested in the TO along with other duties as described in Section 2.9. The Agency IT Project Manager has been deleted from the RFP.

36. How many consultants are currently performing the functions described in Section 2.2 SCOPE OF WORK?

RESPONSE:

While there may be specific activities being performed by consultants in State agencies, there are currently no consultants under contract performing these functions under a Master Contract with DBM.

37. Could the Attachment A, Contract, paragraph 31, Indemnification be changed to add the following? "However, the State agrees that Contractors liability shall be limited to actual damages, and that contractor shall have no liability for any loss of profits, consequential, secondary or punitive damages."

RESPONSE:

No. The State has carefully considered whether there should be any limitations on Contractor liability and has determined that there will be no change to paragraph 31. Offerors proposing some limitation may risk having their offers deemed unacceptable or not reasonably susceptible of being selected for award.

38. Can a company intending to subcontract team with multiple prime offerors?

RESPONSE:

While the State does not limit the number of prime contractor teams you may wish to provide subcontracting support, be aware not to extend your resources beyond your capabilities.

39. Can the Consulting Services Procurement contract be awarded to a single vendor?

RESPONSE:

The RFP will be amended allowing for an unlimited number of awards to offerors that are deemed qualified by the State. It is the intention of the State to award as many contracts as possible. If for example only one vendor is deemed acceptable to the State, an award can be made to that vendor. However, the State is attempting to encourage as much participation as possible and will seek to award as many contracts as may be appropriate.

40. If a winning vendor of this procurement is involved in any of the consulting services under this RFP, will they be precluded from responding when an RFP/Work Order is the result of the consulting services provided?

RESPONSE:

Yes, see State Ethics Law, State Government Article 15-508. If you participate in the development of the RFP for a system, you cannot submit an offer to the State in response to the RFP.

41. If we are a subcontractor under an ongoing TSP award and we have a consulting services contract, can we bid work in Consulting Services that is within the same agency but not associated with the TSP work in progress?

RESPONSE:

It would depend on the nature of the specific TO.

42. In the RFP, the requirement in Section 2.5 sub-point 3 and Section 2.10 that all personnel assigned to work on a TO must remain on the TO unless there is a death or termination of employment. This is confusing in light of Section 23 of the Contract that allows the State to suspend the Contract for an indefinite period of time. Should this be the case, could you clarify the State's expectation regarding the retention of resources, etc.? Is there expected to be some financial relief to the Contractor in light of the eventuality above?

RESPONSE:

No.

43. Section 8.2 of the Contract requires that the Contractor provide the State with source code or a source code escrow for all third party software it provides to the State. In instances where vendors can provide source code or the escrow, they normally comply. In those cases where the Contractor may have no ability to comply with this requirement, how does the State intend to deal with such an issue?

RESPONSE:

Since this contract vehicle is not intended for design or development of software, Section 8 has been deleted. See Addendum #3.

44. In Section 2.8 of the RFP, it states that any vendor that is placed on the approved vendor list must submit a bid for the TOs issued by the State or face the possibility of being removed from the approved vendor list. If there are valid circumstances where a contractor may not be able to respond to a particular TO, will the State consider this to be non-compliance and therefore strike the vendor from the list? Is this a standard State position or will the "no bid" form that accompanies this RFP, for example, be available to the Contractor?

RESPONSE:

The intention of the State is to insure that all selected vendors participate in the second phase of the process. Vendors that routinely fail to respond to TOs risk having their contract terminated.

45. Section 4.4 of the Contract (Attachment A) contains a provision that allows the State to withhold payment if "in the opinion of the Procurement Officer the Contractor fails to perform in a satisfactory and timely manner." Is this solely on the opinion of the Procurement Officer, or will this opinion be predicated upon some predefined deliverable and timeframe? For example a project plan.

RESPONSE:

This decision would be based upon the requirements of the specific TO.

46. Will the proposed fixed hourly labor category rates only be used for the purpose of estimating the not-to-exceed price of time and material type TOs that may be issued under a Master Contract?

RESPONSE:

The proposed fixed hourly labor category rates will be used to estimate the not-to-exceed ceiling.

47. In responding to time and materials order proposal requests, will contractors be able to include as part of their not-to-exceed, time and material TO proposals a fair and reasonable estimate of non-labor expenditures for supplies and materials that are needed in fulfillment of TO requirements (with the understanding that these expenses are not included in contractor's fixed hourly labor category rates)? Will contractors be entitled to apply an indirect handling charge on these expenses in accordance with their disclosed accounting practices? May profit be applied to the sum of these non-labor expenses and indirect costs?

RESPONSE:

Offerors must prepare their hourly labor rates to include all costs, indirect and direct costs, general and administrative, profits, etc. No additional charges except for ordered materials may be passed through to the State. Material charges cannot exceed the contractor's invoiced cost of materials. Copies of any invoices for materials must be supplied when invoicing the State for materials. Offerors disclosed accounting practices will not apply nor will profit be applied to the sum of these non-labor expenses and indirect costs.

48. Assuming travel costs are authorized to be reimbursed by the State under a specific TO, pursuant to Section 3.4 of the solicitation, will the contractor be entitled to reimbursement for their actual travel costs plus indirect costs applied to these expenses in accordance with a Contractor's disclosed accounting practices?

RESPONSE:

No. No other reimbursement will be allowed other than what is stated in Section 3.4 of the RFP.

49. Regarding attachment G - Client References. Project End Date - the description is clear that the project completion can not be earlier than 1-1-98. However from the rest of the sentence am I correct that you can only submit projects that have completed after 1-2-98 and current date?

RESPONSE:

Yes, we are seeking current or recently completed projects.

50. The RFP requires the submission of three client references. Must all of the references be for the prime contractor or may references for members of the team (subcontractors) be submitted?

RESPONSE:

Offerors submitting proposals as a prime must include three (3) client references with the submission of the technical proposal in response to the RFP. References for subcontractors identified in a proposal submitted in response to a TO must be included in the proposal at the TO level.

51. The RFP states that the purpose of the CSP is to provide the State of Maryland with services to make informed decisions regarding IT management, with "offerors providing skill sets such as financial and cost analysis; strategic planning; subject matter expertise in key vertical areas that may be enabled by IT [including healthcare] to assist State agencies with IT projects in support of agency missions." Please clarify the intent of this statement to ensure that Third Party Liability Services and Revenue Maximization initiatives will not be procured under this blanket agreement.

RESPONSE:

No. The State will not limit the intent of this statement. Consultants for information technology may in fact assist the State in the development of its needs and various types of services. The consultant, however, will not implement or be awarded any project that the consultant develops or participates in the development of project specification. The State will determine the contract vehicle to use in any circumstance.

52. Please confirm that each section of the proposal may be consecutively numbered from beginning to end. For example, section 1 would be consecutively page numbered 1-1 through 1-15, section 2 would be consecutively numbered 2-1 through 2-10, and so on.

RESPONSE:

As stated in Section 3.1 of the RFP, and in Addendum #3, "For each primary functional areas proposed, Offerors must follow the instructions within this section." Note: All pages of both proposal volumes must be consecutively numbered from beginning to end."

53. Now that the RFP is being amended from up to five awards to an "unlimited" number of CSP awardees, will the State remove the conflict of interest provisions from the RFP?

RESPONSE:

See Addendum #3 to the RFP.

54. How many companies currently hold Master Contracts for IT consulting services?

RESPONSE:

There are currently no other Statewide contracts of this type for IT consulting services.

55. What is the expected, estimated per annum spent by the State of Maryland on this contract vehicle?

RESPONSE:

There is no way to predict how much will be spent under the CSP. There is no special appropriation for the CSP.

56. In section 1.3 of the RFP (NON-EXCLUSIVE USE) the State indicates that it reserves the right to procure services from sources other than the Master Contracts when it is in the best interest of the State to do so. What portion of these services does the State estimate will be procured through the Master Contracts?

RESPONSE:

There is no way to predict how much will be spent under the CSP.

57. What is the process to determine which services will be procured through the Master Contracts and which will be procured through other sources?

RESPONSE:

Each agency generally determines what their respective needs are and how to best fill those needs. The Department of Budget and Management establishes Master Contracts such as this one for the convenience of the agencies and the State. If the services are available under a Master Contract, then an agency may purchase those services through the Master Contract unless the user agency determines otherwise and DBM agrees with that determination.

58. Will Master Contract holders be permitted to compete for these Non-Master Contract procurements?

RESPONSE:

Yes, nothing within the Master Contract prevents that contractor from seeking other business opportunities.

59. Is the vendor that delivers a particular IT consulting project barred from performing IT implementations directly related to that consulting project only, or is it barred from performing any IT implementation projects in the State because of its status as a IT Consulting contractor under the Master Contract?

RESPONSE:

In answer to the first part of your question, yes you would be barred from delivering a project that you assisted in the design of requirements or specification. In answer to the second part of your question, it would depend on the topic of a specific TO.

60. The State is looking for the contractor to assess the economic benefit to the State of implementing the contract. While assumptions can be made as to the volume of business, hiring of employees etc. these assumptions will only be able to be verified once the contract is completed. Does the State require successful contractors to track and verify economic benefits throughout the tenure of the contract, and if so what level of information will be required?

RESPONSE:

Economic Benefits will be one of the evaluation factors used in TOs issued under CSP and must be addressed by Master Contractors in their proposals in response to TOs.

61. We can understand tying a price increase to the Consumer Price Index as a way to keep adjustments in line but to tie to that index and a 5% increase in this current economy is cause for concern.

RESPONSE:

See Addendum #3 to the RFP, the 5% limit has been removed.

62. The clause stating that a company can only propose resources that are currently employed by the company unfairly penalizes small businesses that cannot afford to do this and often augment staff with consultants. If offerors can make those prices work in their rates, why should it matter to the State? Also, if offerors can show resumes with a contingency offer signed by the employee, why isn't that sufficient to show good intent vs. having the person currently on the payroll? A small business cannot afford to hire employees on the possibility of winning the proposal.

RESPONSE:

See Addendum #3 to the RFP. Offerors are reminded that your proposal commits the offeror to all elements advanced within its proposal.

63. Are there any qualifying restrictions in the RFP for a company that has been in business for only one year?

RESPONSE:

No, there are no restrictions but offerors must show in their technical proposals that they have the corporate resources (including human and financial resources), the capability, and financial stability to perform the work required in the RFP.

64. Will offerors that were not able to attend the pre-proposal conference have access to all questions and answers of pre-proposal conference via the web or any other means?

RESPONSE:

All questions and answers, addendum to the RFP and the summary of the pre-proposal will be sent to any offerors known by the Procurement Officer to have received the RFP. A copy of the transcript of the pre-proposal meeting on 10/5/01 can be purchased by calling Free State Reporting at 410-757-6337.

65. Paragraph 1.22 of the RFP states that before a *corporation* can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation. Does this requirement apply to partnerships and sole proprietorships as well?

RESPONSE:

A company should contact the Department of Assessments and Taxation at 410-767-1340 to find out if it is required to register.

66. Do offerors need to submit any company information for subcontractors showing they are capable of performing the required services under the contract?

RESPONSE:

If offerors are using the subcontractors as part of their response concerning corporate resources and capabilities, then the offeror must include all necessary materials to evidence that the subcontractors can meet all of the requirements within the RFP.

67. Are prices in the Master Contract to remain firm for three years before they can be increased and then only if a renewal option is exercised by the State?

RESPONSE:

Yes, the price proposal forms permit different prices for each of the three years. Contractors will be bound by the prices as proposed.

68. Would the State consider a cash discount for this RFP, and if offered, would it be a factor in the bid?

RESPONSE:

No, the State would not consider a cash discount for this RFP; proposals will only be evaluated on the criteria set forth in the RFP. However, contractors may propose prices lower (but not higher) than those accepted as part of the Master Contract as part of their response to a TO.

69. Do each of the three client references have to be for multiple TO contracts for services similar to the four areas of expertise, as described in the Statement of Work in Section 2.2 of the RFP, or can each reference cover some portion of the four areas described in the Statement of Work, such that all three references together cover substantially all of the four areas described in the Statement of Work?

RESPONSE:

The purpose of the client references is to assess an offeror's ability and experience in performing services required in the RFP. As stated in Addendum #3 to the RFP, offerors are required to submit three (3) client references for projects similar to the requirements in Section 2.2 for each primary functional area proposed.

70. In the event of a buy out or merger during the term of the contract with a prime vendor, will the newly formed company remain a prime contractor and if the name changes, will that affect the prime vendor status?

RESPONSE:

The newly formed company will be required to execute an amendment to the Contract stating they will honor all terms and conditions of the original contract, including prices and will be required to assure the State that sufficient resources (both human and financial) will be available to assure successful performance. The State retains the right to delete the new company from the contract.

71. Offerors understand the State's position on the Technical Services Procurement; however, under CSP if a Master Contractor builds a prototype or pilot will they be able to implement it and how far into the life cycle design process will can a contractor go?

RESPONSE:

CSP is intended to obtain the services of consultants that will independently assist the State in the development of its information technology, assess current technology, recommend migratory technology plans, and other information technology assessment needs throughout the term of the contract. Thus, any offeror that is selected for CSP, may assist in the development of the needs, but will be precluded from implementing any project. The CSP offeror may further assist the State in oversight of the build phase, the assessment of the project implementation, validate work was performed properly and provides other assistance to insure successful completion of the information technology project.

72. In the bidders' conference, you had said that if a consultant recommended a GIS in a plan, then they were precluded from bidding on implementing that GIS solution. Does this mean that a recommendation, and not just a functional specification or system specification, is sufficient to preclude a company from bidding on the implementation? Can you clearly and specifically define the conflict of interest between TSP and CSP?

RESPONSE:

As stated in response to the prior question, offerors must assist the State and this may include recommendations. A mere response to a TO without award of the TO for recommendations would not by itself preclude award for implementation. Selected Offerors that feel they may have a conflict of interest between TSP and CSP should seek the advice of their attorneys and the State Ethics Commission.

73. Does the CSP allow for a proof of concept or a prototype?

RESPONSE:

No. The CSP allows the consultant to assess a proof of concept or a prototype project independent of the contractor performing the work.

74. Since there are an unlimited number of awards for this contract, how will the costing proposal be evaluated?

RESPONSE:

See Addendum #3 to the RFP.

75. Can an offeror submit their standard rate structure and then discount at the TO level? Is it anticipated that each TO will have its own unique set of circumstances and contractors would base the cost responses in respect to those circumstances and requirements?

RESPONSE:

Contractors can always lower their labor rates proposed on Attachments E, E1, and E2 of the RFP in the Master Contract for TOs; however, they may not charge more than originally proposed. Higher prices are not permitted.

76. Is an outside vendor assisting the State of Maryland with this RFP process? If so, who?

RESPONSE:

No outside vendor is assisting the State of Maryland with this RFP process.

77. In Attachment A (Sample Contract) Paragraph 22. Delays and Extensions of Time states that the Contractor cannot make charges or claims for damages for any delays, even if the State causes the delay. Clearly, this paragraph greatly increases the Contractor's risk on TOs that depend on State data or resources. It is recommended that this paragraph be modified to allow adjustments for delays caused by the State.

RESPONSE:

This provision is required under the Code of Maryland Regulations, Title 21 State Procurement Regulations.

78. In Attachment A (Sample Contract) Paragraph 31. Indemnification, the paragraph contains an open-ended clause that indemnifies the State for any reason arising from or relating to the performance of the Contractor or subs. There is no requirement for the Contractor or subcontractors to be negligent as a condition to this obligation. If the State does not have sovereign immunity, then the Contractor could be subjected to unlimited liability. It is recommended the wording of this paragraph be changed to limit indemnification or make negligence a condition of indemnification.

RESPONSE:

No, the State has carefully considered the issue of limitations of liability and will not change this provision.

79. Attachment A (Sample Contract) is 'silent' concerning liability provisions and limits. What are the liability provisions for this contract?

RESPONSE:

There are no liability provisions that limit the liability of contractors.

80. Does the State require a work plan for each area of expertise addressed in Section 2.0; Sub-section 2.2 ?

RESPONSE:

No, offerors need to only submit one actual or redacted work plan for each functional area proposed. As stated in Addendum #3, the offeror shall provide a detailed discussion of its service capabilities and approaches to address the requirements outlined in Section 2.2 of this RFP for each primary functional area proposed.

81. In reference to Attachment E, Labor Rate Schedule, is it the State's intention to only have one labor rate for both contractor and customer sites?

RESPONSE:

Yes, for each labor category proposed.

82. If so, does the State anticipate that all of the work performed under CSP will be at the contractor's site?

RESPONSE:

That is impossible to predict, it would depend on the nature of the TO.

83. The RFP states that Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Significant representations made during the oral presentation must be reduced to writing. They will become part of the offeror's proposal and are binding if the contract is awarded. What is the timeline for determining if oral presentations will be necessary? Will oral presentations be formal with view graphs and slides or more of a round table discussion?

RESPONSE:

Generally, oral presentations are considered a very important part of the RFP process. Offerors submitting proposals will be notified in a timely manner of the date, time and format if oral presentations are requested.

84. An MBE subcontractor participation goal will be established for each TO with an aggregate goal for each Master Contract award of 25% of the amount of all payments by the State to the Contractor. Included within this requirement is a sub-goal of 10% for certified woman owned businesses and 7% for certified African-American businesses. In consideration of the type of services to be provided, (consulting services in specific areas of expertise) would the State of Maryland consider waiving the requirement for the sub-goals? If not, what happens if during performance the contractor cannot qualify women-owned or certified African-American businesses that have expertise in the areas required?

RESPONSE:

The sub-goals are part of the revised MBE law, which took effect on July 1, 2001. A description of the waiver provision is contained in Attachment D of the RFP.

85. Will DBM be moving IT initiatives and/or policy toward industry software development standards such as Software Engineering Institute's (SEI) Capability Maturity Module (CMM) and ISO 9000 series?

RESPONSE:

Yes.

86. Will the State accept contract teams comprised of only minority owned firms that retain the requirements of State certified MBE's as specified on page 8 item 1.25?

RESPONSE:

Yes, provided the team can meet all of the requirements of the RFP.

87. Will the State compete specific TOs only among contract teams that are comprised of minority owned firms in mutual areas of expertise?

RESPONSE:

No, TOs will be competed among all firms that qualify and are awarded a Contract for the particular functional area that TO is requested under.

88. Will the State restrict competition of TOs initiated by non-State governments or agencies if the entity requests work under a TO to be performed by a specific Contractor Team on CSP?

RESPONSE:

No, the State has no jurisdiction as to how a non-State government or agency uses Contracts awarded under CSP.

89. Is a contractor permitted to submit a proposal as a prime and subcontract to a prime?

RESPONSE:

Yes, provided the contractor has adequate resources to perform both as a prime and/or as a subcontractor.

90. What is the purpose of the Project Management Methodology submission? Do offerors need to include relevant details?

RESPONSE:

Offerors responses to Project Management Methodology are included as part of the evaluation of an offeror's approach to managing the overall project and individual TOs. This is included in the evaluation criteria in Section 4.2B Program Management. It would be prudent for offerors to address all aspects of Project Management Methodology in their Technical Proposal for each functional area proposed.

91. How important it is to provide details of each vertical experience? Is it mandatory to have experience in all vertical areas listed in Paragraphs 2.2 and 2.3 of Section 2 of the RFP?

RESPONSE:

See Addendum #3 to the RFP. It is very important that offerors demonstrate their experience, this is included as part of the evaluation of an offeror's technical proposal. Experience is included in the evaluation criteria in Section 4.2.A General Corporate Experience, Qualifications, Capabilities and Past Performance. Experience is required only in the functional area proposed.

92. What would be ratio of TOs "Fixed Cost" vis-à-vis "Time and Materials"?

RESPONSE:

There is no way to predict.

93. There are 30 labor categories described. Is it mandatory to cover all the labor categories in the proposal while submitting the resumes and rates of hiring?

RESPONSE:

See Addendum #3. The RFP has been amended to only require rates to be proposed for designated labor categories under each functional area. In addition, the requirement for resumes has been removed from the RFP.

94. The labor category description for Senior Subject Matter Expert indicates that the employees in this category would have expertise in a variety of fields such as health care, education, public safety, human resources, transportation, environment, etc. The billing rates for experts in these fields vary widely. Should offerors submit a separate billing for an expert in each of these fields or one rate for the average billing rate for these individuals and indicate in the proposal that the actual rate would be determined based on the requirements of the TOs?

RESPONSE:

Offerors are to submit only one rate for the Senior Subject Matter Expert and that rate will be the highest rate allowable under the Master Contract. Offerors may reduce their rates when responding to TOs. Offerors indicating in their proposals submitted in response to the CSP that the actual rate would be determined based on the requirements of the TOs would be conditioning their proposal and could be eliminated from the competition.

95. The requirements for the Technical Proposal indicate that we should submit three (3) client reference surveys. May we submit more so that all members of our team can be recognized for the skills and capabilities they bring to the procurement?

RESPONSE:

Yes.

96. Is it possible to add emerging/exclusive technologies as a sub-category within each category to provide for specific technical skills considered unique and/or in short supply, as there are many areas of technology not listed in the RFP? What would happen in the event that the majority of the numbers provided reflect what Maryland feels is reasonable with the exception of a few labor categories?

RESPONSE:

This may be correct. Everyday there are technology "break throughs" (i.e. emerging technologies). However, the consultant industry needs to stay current with technology trends and changes. Therefore, it is not absolutely necessary to include emerging technologies in every category.

97. Does Maryland have standards related to IT projects and how do those standards relate to business?

RESPONSE:

Yes, the State has a process that is part of the Maryland Management Model which includes such things as Managing for Results, goals and objectives relating to an agency's mission. Any IT project should be related to a Department's IT master plan which must be consistent with the State's Master Plan.

98. Is there weighting within subcategories of the evaluation criteria?

RESPONSE:

The criteria for evaluating technical proposals are in Section 4.2 of the RFP and are listed in descending order of importance.

99. Now that the RFP is amended to allow for unlimited awards, how will it be decided what offerors make the list of awardees?

RESPONSE:

We will not accept everyone who simply meets some standard of the qualifications. Each proposal will be evaluated and if an offeror is found to be capable and qualified it would be awarded a contract.

100. As with the Technical Services Procurement, will there be a dollar cap on individual TOs under CSP?

RESPONSE:

No, however TOs may request that projects be proposed in stages.

101. Is it mandatory for agencies to use the CSP to obtain these types of services?

RESPONSE:

No. This is a contract vehicle for the convenience of the agencies and the State Agencies have the right, with the appropriate DBM approval, to do their own procurements.

102. Concerning political contributions, does the requirement extend to contributions made to candidates for the United States Congress representing the State or districts of Maryland?

RESPONSE:

No it does not.

103. Do all companies involved in the proposal (i.e. prime, subcontractors, MBEs) need to submit Bid/Proposal Affidavits, legal action summaries, financial statements, or is it solely the responsibility obligation of the prime?

RESPONSE:

It is the responsibility of the Prime to submit the required documents and information with their technical proposal, unless subcontractors are contained in the proposal to assist in meeting the requirements of the RFP.